

REQUEST FOR PROPOSALS

for

**Alligator Marketing, and Consultant for Technical Representation at
the National and International Level Regarding Alligator and Crocodile
Management, Regulation, Enforcement, and Trade**



RFP #:

Proposal Due Date/Time: November 24th, 2:00 PM CST

**State of Louisiana
Louisiana Department of Wildlife and Fisheries**

[Click here to enter RFP issuance date.](#)

Table of Contents

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION	5
1.1 Purpose.....	5
1.2 Background.....	5
1.3 Goals and Objectives	6
1.4 Term of Contract	6
1.5 Definitions	6
1.6 Schedule of Events	7
1.7 Electronic Proposal Submittal	8
1.8 Proposal Response Format.....	9
1.8.1 Cover Letter.....	9
1.8.2 Table of Contents	9
1.8.3 Executive Summary	9
1.8.4 Company Background and Experience.....	9
1.8.5 Approach and Methodology	10
1.8.6 Proposed Staff Qualifications	11
1.8.7 Veteran and Hudson Initiative Programs Participation.....	11
1.8.8 Cost Proposal.....	13
1.8.9 Certification Statement.....	13
1.8.10 Outsourcing of Key Internal Controls:	13
1.9 Number of Copies of Proposals	13
1.10 Legibility/Clarity	14
1.11 Confidential Information, Trade Secrets, and Proprietary Information.....	15
1.12 Proposal Clarifications Prior to Submittal	15
1.12.1 Pre-proposal Conference	15
1.12.2 Proposer Inquiries	15
1.12.3 Blackout Period	16
1.13 Error and Omissions in Proposal.....	17
1.14 Changes, Addenda, Withdrawals	18
1.15 Withdrawal of Proposal	18
1.16 Waiver of Administrative Informalities	18
1.17 Proposal Rejection/RFP Cancellation	18

1.18	Ownership of Proposal	18
1.19	Cost of Offer Preparation	19
1.20	Taxes	19
1.21	Determination of Responsibility	19
1.22	Use of Subcontractors	20
1.23	Acceptance of Proposal Content	20
1.24	Evaluation and Selection	20
1.25	Best and Final Offers (BAFO)	21
1.26	Contract Award and Execution	21
1.27	Notice of Intent to Award	21
1.28	Right to Prohibit Award	22
1.29	Insurance Requirements for Contractors	22
1.29.1	Contractor's Insurance	22
1.29.2	Minimum Scope and Limits of Insurance	22
1.29.3	Deductibles and Self-Insured Retentions	24
1.29.4	Other Insurance Provisions	24
1.29.5	Acceptability of Insurers	25
1.29.6	Verification of Coverage	25
1.29.7	Subcontractors	26
1.29.8	Workers Compensation Indemnity	26
1.30	Indemnification and Limitation of Liability	26
1.31	Payment	28
1.31.1	Electronic Vendor Payment Solutions	28
1.32	Termination	28
1.32.1	Termination of the Contract for Cause	28
1.32.2	Termination of the Contract for Convenience	29
1.32.3	Termination for Non-Appropriation of Funds	29
1.33	Assignment	29
1.34	Right to Audit	29
1.35	Civil Rights Compliance	29
1.36	Record Ownership	30
1.37	Entire Agreement/ Order of Precedence	30

1.38	Contract Modifications.....	30
1.39	Substitution of Personnel	30
1.40	Governing Law	31
1.41	Claims or Controversies	31
1.42	Code of Ethics.....	31
1.43	Corporate Requirements	31
1.44	Prohibition of Discriminatory Boycotts of Israel	31
PART 2:	SCOPE OF WORK/SERVICES	33
	Scope of Work	33
2.2	Task and Services.....	34
2.3	Deliverables	34
2.4	Technical Requirements	35
2.5	Project Requirements.....	35
PART 3:	EVALUATION.....	35
3.1	Cost Evaluation	36
3.2	Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation.....	36
PART 4:	PERFORMANCE STANDARDS	38
4.1	Performance Requirements	38
4.2	Performance Measurement/Evaluation/Monitoring Plan	38
4.2.1	Performance Measures/Evaluation:	38
4.2.2	Monitoring Plan:	38
4.3	Veteran and Hudson Initiative Programs Reporting Requirements	39
	ATTACHMENT I: CERTIFICATION STATEMENT	40
	ATTACHMENT II: SAMPLE CONTRACT	42
	ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION.....	54
	ATTACHMENT IV: COST SHEETS.....	55

REQUEST FOR PROPOSAL

FOR

**ALLIGATOR MARKETING, AND CONSULTANT FOR TECHNICAL
REPRESENTATION AT THE NATIONAL AND INTERNATIONAL LEVEL
REGARDING ALLIGATOR AND CROCODILE MANAGEMENT, REGULATION,
ENFORCEMENT, AND TRADE**

PART 1: ADMINISTRATIVE AND GENERAL INFORMATION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Proposers who are interested in providing marketing consultation and marketing services for Louisiana alligator hides and products at a national and international level, as well as technical information associated with worldwide alligator and crocodile management, regulation, and trade. This requirement is for a three-year period.

1.2 Background

The Louisiana Department of Wildlife and Fisheries (LDWF) manages the American alligator as a commercial, renewable natural resource. LDWF's sustained use program is one of the world's most recognizable examples of a wildlife conservation success story. Louisiana's program has been used as a model for managing various crocodilian species throughout the world. Since the inception of the Department's program in 1972, over 1,000,000 wild alligators have been harvested, over 10 million alligator eggs have been collected, and over 6.8 million farm raised alligators have been sold bringing in millions of dollars of revenue to landowners, trappers and farmers. Conservative estimates have valued these resources at over \$100,000,000 annually, providing significant, direct economic benefit to Louisiana.

Export of alligator hides and products out of the United States is regulated by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES). This treaty, which became effective in 1975, regulates the international trade in protected species; its aim is to ensure that international trade in specimens of wild animals and plants does not threaten their survival. The U.S. Fish and Wildlife Service (USFWS) administers CITES requirements and controls for the United States. The species covered by CITES are listed on one of three Appendices, according to the degree of protection needed by each species. Currently, the alligator is listed on Appendix II of CITES, because of their similarity of appearance to other crocodilians that are truly endangered or threatened.

In order to maintain Louisiana's position as a world leader in alligator and crocodile management it is critically important that State be kept abreast of all national and

international issues related to alligator and crocodile management as well as all amendments and proposals to CITES that affect State's ability to manage the alligator in Louisiana and to compete in the world market as alligator farmers, dealers and hunters strive to sell alligator hides, meat and other products. In 2018, the sale of wild and farm-raised alligators (hides and meat) in Louisiana exceeded \$100 million.

The prices for wild alligator hides have been declining. The Nuisance Alligator Program is an important part of Louisiana's Alligator Management Program, which manages about 2,500 nuisance alligators annually. Nuisance alligator hunters rely on the sales from the hide and meat to support their costs for participating in the Nuisance Alligator Program. Establishing a stable market for Louisiana alligator hides whether they be farm raised or wild harvested, will enhance the future of the industry and perpetuate the conservation of the species.

1.3 Goals and Objectives

The overall objective for this contract is to create a stable market for Louisiana alligator hides which will enhance the future of the industry and perpetuate the conservation of the species.

Additionally, this contract is to ensure that LDWF and the AAC have all the necessary information to make informed decisions and recommendations relative to national and international issues pertaining to alligator and crocodile management, regulation and trade. The objective is to provide critical information and expert advice to the LDWF and the AAC relative to national and international issues that may affect Louisiana's alligator management program and alligator industry. This will be achieved through attending meetings, obtaining accurate information, conducting extensive communications and providing recommendations in order for LDWF to ensure sound state, national, and international regulations pertaining to alligators and other crocodilians.

1.4 Term of Contract

The term of any contract resulting from this RFP shall begin on or about April 1, 2021 and is anticipated to end on March 31, 2024. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

1.5 Definitions

AAC	Alligator Advisory Council
AFWA	Association of Fish and Wildlife Agencies
Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other

	establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
CITES	Convention on International Trade in Endangered Species of Wild Fauna and Flora
Contractor	Any person having a contract with a governmental body; the selected Proposer.
CoP	Conference of the Parties
CSG	Crocodile Specialist Group
Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
DOA	Division of Administration
FWS	Fish and Wildlife Service
IUCN	International Union of Conservation of Nature
LDWF	Louisiana Department of Wildlife and Fisheries
May and Can	The terms “may” and “can” denote an advisory or permissible action.
Must	The term “must” denotes mandatory requirements.
OSP	Office of State Procurement
Proposer	A firm or individual who responds to this RFP.
RFP	Request for Proposal
Shall and Will	The terms “shall” and “will” denote mandatory requirements.
Should	The term “should” denotes a desirable action.
State	The State of Louisiana.
UNCTAD	United Nations Conference on Trade and Development
USFWS	U.S. Fish and Wildlife Service
WCMC	World Conservation Monitoring Centre

1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac; Blackout Period begins	October 12, 2020
Deadline for receipt of email written inquiries	October 26, 2020 2:00 PM CST
Deadline to answer email written inquiries	November 10, 2020
Deadline for electronic receipt of proposals All proposals shall remain sealed until the date and time listed.	November 24, 2020 2:00 PM CST
Notice of Intent to award announcement, and 14-day protest period begins, on or about	December 22, 2020
Contract execution, on or about	April 1, 2021

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Proposal Submission Deadline will be formalized by the issuance of an addendum to the RFP.

1.7 Proposal Submittal

The proposal must be received either electronically or in hard copy (printed) version on or before the date and time specified in the Schedule of Events, according to the following instructions.

1.7.1. Electronic Proposal Submission

The proposal must be uploaded to <https://stateofla.app.box.com/f/969f2e4cab244905b5560a82d080cf77> before the date and time specified in the Schedule of Events. Uploaded submissions are the only acceptable method of electronic proposal delivery. Proposers uploading their proposals should allow sufficient time to ensure successful upload of their proposal by the time specified. Proposers are strongly encouraged to upload their proposal well in advance of the Deadline for receipt of electronic proposals as internet connectivity and file size will affect proposal submission upload timeframes.

The State assumes no liability for assuring accurate/complete uploads. The responsibility solely lies with each Proposer to ensure their proposal is successfully uploaded prior to the deadline for submission. Corrupted files and incomplete submissions will not be considered.

Proposers needing assistance regarding proposal uploads should visit:

<https://www.doa.la.gov/osp/PC/agencies/UploadingRFPproposal-viaBoxSubmissionLink.pdf>

1.7.2 Hard Copy Proposal Submission

The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before the date and time specified in the Schedule of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to: Jessica Saloom

For courier delivery, the street address is 2000 Quail Drive, Baton Rouge, LA 70808, Room 241, and the telephone number is (225) 763-3970 Ext. 1233. The responsibility solely lies with each Proposer to ensure their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not

be considered. **NOTE: HARD COPIES OF PROPOSALS MUST BE DELIVERED DURING OFFICE HOURS: 8:00AM to 4:30PM.**

1.8 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

1.8.1 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

1.8.2 Table of Contents

The proposal should be organized in the order contained below.

1.8.3 Executive Summary

This section serves to introduce the scope of the proposal. It should include administrative information including, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The executive summary should include a positive statement of compliance with the contract terms, see **Sample Contract, Attachment II**. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in the **Sample Contract, Attachment II** and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1.8.4 Company Background and Experience

The Proposers should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the

proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposer should include enough information on Proposer's experience in the following area:

1. Proposer should have a minimum of ten (10) years of experience in dealing with national and international alligator and crocodile trade issues as well as a demonstrated working relationship with conservation groups such as CSG, WCMC, IUCN, CITES, etc. .
Proposer shall include the following information on Proposer's experience in the following areas:
 1. Proposer shall specify their direct experience related to alligator and crocodile management, regulation, enforcement, and trade.
 2. Proposer shall have a minimum of five (5) years of experience in marketing leather, preferably exotic leather.
 3. Proposer shall specify their direct experience related to handling alligator leather.

1.8.5 Approach and Methodology

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas:

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
- Present innovative concepts

1.8.6 Proposed Staff Qualifications

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

1.8.7 Veteran and Hudson Initiative Programs Participation

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at: <https://smallbiz.louisianaeconomicdevelopment.com>.

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, the State may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time

of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

If performing its evaluation of proposals, the State reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between Proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=671504>.

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <http://www.legis.la.gov/Legis/Law.aspx?d=96265>.

The rules for the Veteran Initiative (LAC 19: VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19: VIII Chapters 11 and 13) may be viewed at: <http://www.doa.la.gov/pages/osp/se/secv.aspx>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at: <https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg.

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>.

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

1.8.8 Cost Proposal

The Proposer shall provide a cost for each of the services outlined in Part II, Scope of Work/ Services. The Proposer shall also provide total cost for all three years of the Contract. All cost shall be inclusive of all applicable labor, material, travel, direct and indirect costs and profits for each contract year. The total cost for all three(3)years is for evaluation purposes only.

For information purposes only, the Proposer should provide for the project's proposed staff: the total estimated number of hours by job classification, the billing rate by classification, hourly rate or unit cost and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

All Cost information shall be provided within the mandatory cost sheet.

Attachment IV, Cost Sheets. Any deviation from the mandatory cost sheet will result in the proposal being deemed non-responsive and it will not be considered for award.

1.8.9 Certification Statement

The Proposer must sign electronically or submit a scanned signature on Attachment I, the Certification Statement.

1.8.10 Outsourcing of Key Internal Controls:

Not applicable to this RFP.

1.9 Number of Copies of Proposals

For **electronic proposal submission**, the State requests that one (1) copy of the entire proposal be submitted. The proposal shall contain electronic signatures or scans of original signatures of those company officials or agents who are duly authorized to sign

proposals or contracts on behalf of the organization. An electronic signature as provided by LAC 4:I.701 et seq. is considered an original signature. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

For hard copy(printed) proposal submission, the State requests that seven (7) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Proposer is a corporation. The proposal containing original signatures will be retained for incorporation into any contract resulting from this RFP.

1.9.1 Technical and Cost Proposals

The State requests the following for electronic proposal submittal:

- One (1) technical proposal in PDF and Microsoft Word formats. The file shall be named: RFP# #, Technical Proposal - [Proposer Name].
- One (1) cost proposal in PDF and Microsoft Excel formats. The file shall be named: Cost Proposal - [Proposer Name].
- One (1) redacted technical proposal, if applicable, in PDF and Microsoft Word formats. The file shall be named: Redacted Technical Proposal - [Proposer Name].

The State requests the following for **hard copy (printed) proposal submissions**:

- One (1) Original (clearly marked "Original") and seven (7) numbered copies of the technical proposal. All should be clearly marked technical proposal.
- One (1) Original (clearly marked "Original") and seven (7) numbered copies of the cost proposal. All should be clearly marked cost proposal.
- One (1) redacted technical proposal, if applicable.
- Two (2) USB flash drives each containing one (1) searchable electronic copy of the proposal. The searchable electronic copy should be provided as one (1) file. Each USB flash drive should also contain a searchable electronic copy of the redacted technical proposal, if applicable.

1.10 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response should demonstrate an understanding of the requirements. Proposals prepared simply

and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer shall be solely responsible for the accuracy and completeness of its proposal.

1.11 Confidential Information, Trade Secrets, and Proprietary Information

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the contract, or which become available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Wildlife and Fisheries.

Only information which is in the nature of legitimate trade secrets or non-published financial data shall be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety shall be rejected without further consideration or recourse.

1.12 Proposal Clarifications Prior to Submittal

1.12.1 Pre-proposal Conference

Not required for this RFP.

1.12.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator listed below via email.

Email: JSaloom@ldwf.la.gov

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential Proposers. Written inquiries must be received by the date and time specified in the **Schedule of Events**. The State shall reserve the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Proposers will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the [RFP Coordinator](#) or his designee has the authority to officially respond to a Proposer's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link: https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_req.

Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

1.12.3 Blackout Period

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals

for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Proposer Inquiries section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances, in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

- A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- Duly noticed site visits and/or conferences for bidders or Proposers;
- Oral presentations during the evaluation process
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure.

Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

1.13 Error and Omissions in Proposal

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

1.14 Changes, Addenda, Withdrawals

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Proposer to check the website for addenda to the RFP.

1.15 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due.

To withdraw an electronically submitted proposal, a written request signed by the authorized representative of the Proposer must be uploaded to <https://stateofla.app.box.com/f/969f2e4cab244905b5560a82d080cf77>

To withdraw a **hard copy (printed) proposal**, a written request signed by the authorized representative of the Proposer must be submitted to the RFP coordinator identified in the RFP.

1.16 Waiver of Administrative Informalities

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

1.17 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in the State's best interest.

1.18 Ownership of Proposal

All materials submitted in response to this RFP shall become the property of the State. Selection or rejection of a proposal shall not affect this right.

1.19 Cost of Offer Preparation

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP shall be entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

1.20 Taxes

Contractor shall be responsible for payment of all applicable taxes from the funds to be received under contract awarded from this RFP.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of the contract by the Office of State Procurement. The prospective contractor shall attest to its current and/or prospective compliance by signing the Certification Statement, Attachment I, submitted with its proposal, and also agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of the contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to the contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

1.21 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and

- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

1.22 Use of Subcontractors

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements, however, shall acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer shall identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor. The prime Contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

1.23 Acceptance of Proposal Content

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

1.24 Evaluation and Selection

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Proposer or proposal. Such input may include, but not be limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

1.25 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers identified by the evaluation committee to be reasonably susceptible of being selected for an award. If conducted, the Proposers selected will receive written notification of their selection, a list of specific items to address in the BAFO, and instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available.

The written invitation to participate in BAFO will not obligate the State to a commitment to enter into a contract.

1.26 Contract Award and Execution

The State reserves the right to enter into a contract based on the initial offers received without further discussion of the proposals submitted. The State reserves the right to contract for all or a partial list of services offered in the proposals.

The RFP, including any addenda added, and the selected proposal shall become part of the contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. A Proposer shall not submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit in its proposal any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Proposer.

If the contract negotiation period exceeds 30 business days, or if the selected Proposer fails to sign the final contract within 30 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

1.27 Notice of Intent to Award

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, scores of each proposal considered along

with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the Chief Procurement Officer within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract. The award of a contract shall be subject to the approval of the Division of Administration, Office of State Procurement.

1.28 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject a proposal from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or RFP awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

1.29 Insurance Requirements for Contractors

Insurance shall be placed with insurers with an A.M. Best’s rating of no less than A-: VI. This rating requirement shall be waived for Worker’s Compensation coverage only.

1.29.1 Contractor's Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

1.29.2 Minimum Scope and Limits of Insurance

1.29.2.1 Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor’s headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves

maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

1.29.2.2 Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

1.29.2.3 Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

1.29.2.4 Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

1.29.2.5 Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the contract. It shall provide coverage for the duration of the contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period

of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

1.29.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

1.29.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1.29.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages

The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

1.29.4.2 Workers Compensation and Employers Liability Coverage

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

1.29.4.3 All Coverages

All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

1.29.5 Acceptability of Insurers

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

1.29.6 Verification of Coverage

Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Louisiana Department of Wildlife and Fisheries, Its Officers, Agents, Employees and Volunteers

2000 Quail Drive Baton Rouge, LA 70808

[Click here to enter the Project or Contract #](#)

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, the contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

1.29.7 Subcontractors

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

1.29.8 Workers Compensation Indemnity

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of the contract.

1.30 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to

personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if

the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

1.31 Payment

Payment terms shall be negotiated with the successful Proposer.

1.31.1 Electronic Vendor Payment Solutions

The State desires to make payment to the awarded Proposer(s) electronically. The method of payment may be via EFT, a method in which payment is sent directly from the State's bank to the payee's bank. Please see **Attachment III Electronic Vendor Payment Solution** for additional information regarding electronic payment methods and registration.

1.32 Termination

1.32.1 Termination of the Contract for Cause

State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

1.32.2 Termination of the Contract for Convenience

The State may terminate the Contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

1.32.3 Termination for Non-Appropriation of Funds

The continuation of the contract shall be contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

1.33 Assignment

No Contractor shall assign any interest in the contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

1.34 Right to Audit

The State legislative auditor, federal auditors and internal auditors of the Department of Wildlife and Fisheries, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

1.35 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as

amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

1.36 Record Ownership

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

1.37 Entire Agreement/ Order of Precedence

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and the Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal.

1.38 Contract Modifications

No amendment or variation of the terms of the contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

1.39 Substitution of Personnel

The Contractor's personnel assigned to the Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or

delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside the contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

1.40 Governing Law

The contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to the contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

1.41 Claims or Controversies

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

1.42 Code of Ethics

Proposers shall be responsible for determining that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics shall be the only entity which can officially rule on ethics issues.

1.43 Corporate Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

1.44 Prohibition of Discriminatory Boycotts of Israel

In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or

divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

PART 2: SCOPE OF WORK/SERVICES

Scope of Work

Contractor shall provide marketing consultation and services for Louisiana alligator hides and products at a national and international level. Contractor shall provide consulting services related to technical representation associated with worldwide alligator and crocodile management, regulation, and trade.

2.1.1 The Contractor shall provide the following technical representation services:

- 1 Keep LDWF and AAC abreast and informed on all relevant issues regarding national and international matters that are relevant to Louisiana's alligator program and industry.
- 2 Keep LDWF and AAC abreast of CITES regulation issues that may impact Louisiana's alligator program and industry.
- 3 Work with LDWF to communicate needs and to effect changes related to CITES implementation procedures by the USFWS.
- 4 Coordinate with LDWF, AAC, and the Association of Fish and Wildlife Agencies' (AFWA) CITES Team to develop positions on all relevant issues related to crocodilian management, regulation and trade that will be discussed at CITES' Conference of the Parties (CoP) and at related Committee (Animal and Standing) meetings held in interim years between CITES' CoP.
- 5 Consult with and then represent LDWF and AAC at national and international meetings concerning crocodilian conservation status and management.
- 6 Monitor and when necessary participate in the relevant meetings of the UNCTAD International Working Group (IWG reptiles), Sustainable Luxury Working Group, International Trade Commission (ITC, pythons) and other working groups in order to facilitate appropriate positioning of the American alligator in these important meetings.
- 7 Work closely with the Crocodile Specialist Group (CSG) to encourage economic assessments of crocodilian trade regarding issues such as conservation value, product certification and personal effects and to monitor sustainability and traceability of world crocodilian marketing programs.
- 8 Reports must be submitted each quarter (March, June, September and December of each year) and an annual report to summarize efforts, meetings, and outcomes and their significance to the alligator industry must be submitted by March 31 of each year, 2022, 2023, and 2024.

2.1.2 The Contractor shall complete the following alligator marketing tasks:

Task 1: National and International Marketing of Alligator Hides

- Propose strategies to LDWF to better market Louisiana alligator products domestically and internationally
- Communicate with farmers, trappers, tanneries, luxury brand representatives and others involved in the market chain in order to advise the LDWF and the AAC on appropriate strategies for market development and protection
- Maintain contact with domestic and international raw and dressed leather dealers and manufacturers who have the potential to consume Louisiana alligator. International focus should be in Latin America and Asia
- Conduct workshops, seminars, or demonstrations teaching traditional leather workers how to work with alligator leather.
- Market samples of wild Louisiana alligator hides to manufacturers in the western wear market each year
- Coordinate and manage a Louisiana display showing sample hides and products of wild Louisiana alligator at leather fairs nationally and internationally each year
- Communicate with outlets and markets, such as Etsy.com, that prohibit alligator leather sales and provide education about the benefits of the legal, sustainable, and verifiable alligator market

2.2 Task and Services

The Contractor must be knowledgeable about the leather and be able to communicate with individuals at all levels of the industry and be able to promote the use of alligator leather to leather manufacturers. The Contractor must also be knowledgeable about alligator conservation and trade and coordinate with LDWF and the AAC as well as organizations such as the USFWS, CITES, IUCN, and the CSG to protect Louisiana's alligator management programs

2.3 Deliverables

- Detailed written reports on progress made, including all pertinent national and international issues that may have an effect on Louisiana's alligator management program shall be delivered to LDWF along with the quarterly invoice each March, June, September and December.
- Brief monthly reports shall indicate activities for each month and may be presented in the form of bullet points.

- Additional reports shall be submitted as required.
- Summary reports shall follow each national and international meeting including but not limited to CITES, CoP, IUCN, UNCTAD and CSG; these reports may be included in the quarterly report unless an issue is time sensitive and needs to be brought to LDWF's attention immediately.
- Oral reports along with a PowerPoint presentation shall be presented at an AAC meeting annually and/or as required by LDWF.
- Maintain a database of names, addresses, telephone numbers, email addresses and web sites of all potential buyers discovered or developed. This list will remain the property of the State of Louisiana at expiration of the contract
- Reports must be submitted each quarter (June, September, December and March of each year) and an annual report to summarize efforts, meetings and outcomes and their significance to the alligator industry must be submitted by March 31 of each year and the final by March 31, 2024.

2.4 Technical Requirements

Not applicable to this RFP

2.5 Project Requirements

Contractor shall maintain regular contact with LDWF staff and the AAC. Contractor shall keep LDWF staff and the AAC updated on all trade shows or workshops in which alligator leather has been promoted. Contractor shall propose strategic plans to develop positions on all relevant issues related to crocodilian management, regulation and trade that will be discussed at CITES' Conference of the Parties (CoP) and at related Committee (Animal and Standing) meetings held in interim years between CITES' CoP. Strategic plans shall be presented to LDWF providing time for review, discussion, and approval.

PART 3: EVALUATION

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following criteria.

Criteria	Maximum Score
Company Background and Experience	15
Approach and Methodology	35
Proposed Staff Qualifications	13
Louisiana Veteran and/or Hudson Initiative	12
Cost	25
TOTAL SCORE	100

3.1 Cost Evaluation

The Proposer with the lowest total cost for all three(3) years shall receive 25 points. Other Proposers shall receive cost points based upon the following formula.
 $CCS = (LPC/TCP \times 25)$

Where: CCS = Computed Cost Score (points) for Proposer being evaluated
LPC = Lowest Proposed total Cost for all three years of all Proposers
TCP = Total Cost for all three years of Proposer being evaluated

The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred. Proposer must receive a minimum score of 31.5 points (50%) of the total available points in the technical categories of Company Background and Experience, Approach and Methodology and Proposed Staff Qualifications to be considered responsive to the RFP. **Proposals not meeting the minimum score shall be rejected and not proceed to further Cost or Louisiana Veteran and/or Hudson Initiative evaluation.**

The scores for the Cost Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

3.2 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

- A. Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurships, or who will engage the participation of one or more certified small entrepreneurships as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

B. Proposer Status and Allotment of Reserved Points

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.

If the Proposer is a certified Veterans Initiative or Hudson Initiative small entrepreneurship, the Proposer must note this in its proposal in order to receive the full amount of applicable reserved points.

If the Proposer is not a certified small entrepreneurship, but has engaged one (1) or more Veterans Initiative or Hudson Initiative certified small entrepreneurship(s) to participate as subcontractors, the Proposer shall provide the following information for each certified small entrepreneurship subcontractor in order to obtain any applicable Veterans Initiative or Hudson Initiative points:

- i. Subcontractor's name;
- ii. Subcontractor's Veterans Initiative and/or the Hudson Initiative certification;
- iii. A detailed description of the work to be performed; and
- iv. The anticipated dollar value of the subcontract for the three-year contract term.

Note – it is not mandatory to have a Veterans Initiative or Hudson Initiative certified small entrepreneurship subcontractor. However, it is mandatory to include this information in order to receive any allotted points when applicable.

If multiple Veterans Initiative or Hudson Initiative subcontractors will be used, the above required information should be listed for each subcontractor. The Proposer should provide a sufficiently detailed description of each subcontractor's work so the Department is able to determine if there is duplication or overlap, or if the subcontractor's services constitute a distinct scope of work from each other subcontractor(s).

PART 4: PERFORMANCE STANDARDS

4.1 Performance Requirements

The performance of the contract will be measured by the LDWF Biologist Program Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work as identified below:

- Monthly bullet points outlining new activity
- Interim reports as necessary to address any issues that are time sensitive
- Quarterly reports on progress made, including all pertinent national and international issues that may have an effect on Louisiana's alligator management program shall be submitted within 15 days after the end of each quarter
- Strategic plans to develop positions on all relevant issues related to crocodilian management, regulation and trade of topics to be discussed at CITES' Conference of the Parties (CoP) and at related Committee (Animal and Standing) meetings held in interim years between CITES' CoP
- Oral reports along with a PowerPoint presentation presented at an AAC meeting annually and/or as required by LDWF
- Submission of database containing names, addresses, telephone numbers, email addresses and websites of all potential buyers discovered or developed regarding national and international hide marketing shall be submitted annually by March 31st of each year
- An annual report shall be due March 31st of each year and final report due March 31, 2024

4.2 Performance Measurement/Evaluation/Monitoring Plan

4.2.1 Performance Measures/Evaluation:

Timely submission of monthly and quarterly progress reports. Review of reports and strategies by LDWF staff. LDWF staff will evaluate the electronic reports to ensure that all of the contract items have been addressed in a reasonable and satisfactory manner and that the reports generated are clear and concise. Objectives, deliverables, and the performance of the Contractor will be tracked for completion through communications with the State's Biologist Program Manager.

4.2.2 Monitoring Plan:

LDWF shall maintain regular monthly contact with the Contractor to monitor progress on various issues. LDWF will review quarterly progress reports and forward to the AAC members for review. The LDWF Biologist Program Manager will monitor the services provided by the Contractor and the expenditure of funds under this contract. The LDWF Biologist Program Manager will be primarily responsible for the day-to-day contact with the Contractor and day-to-day

monitoring of the Contractor's performance. The day-to-day contact may be made via telephone, electronic mail, written correspondence and field visits. Meetings may also occur annually during the contract period. LDWF staff will evaluate the written reports to ensure that all of the contract items have been addressed in a reasonable and satisfactory manner and that the reports generated are clear and concise. LDWF will follow up with Contractor as reports are reviewed.

4.3 Veteran and Hudson Initiative Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Facsimile Number with area code: () _____
- D. US Mail Address: _____

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this RFP is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 15 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer shall certify, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR §200 Subpart F. (A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.)
7. Proposer understands that, if selected as a contractor, the Louisiana Department of Revenue must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the LDR. Proposer shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.

8. Proposer further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
9. Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Proposer also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

Signature: _____
(Electronic or Scan of Original of Proposer or Authorized Representative)

Typed or Printed Name: _____

Date: _____

Title: _____

Company Name: _____

Address: _____

City: _____

State: _____

Zip: _____

ATTACHMENT II: SAMPLE CONTRACT

On this, the Louisiana Department of Wildlife and Fisheries, 2000 Quail Drive, Baton Rouge, Louisiana 70808 (hereinafter sometimes referred to as the "State", or "LDWF") and (Contractor name and address), (hereinafter sometimes referred to as the "Contractor"), do hereby enter into a contract under the following terms and conditions.

SCOPE OF SERVICES

Task 1: National and International Marketing of Alligator Hides

- Propose strategies to LDWF to better market Louisiana alligator products domestically and internationally.
- Communicate with farmers, trappers, tanneries, luxury brand representatives and others involved in the market chain in order to advise the LDWF and the AAC on appropriate strategies for market development and protection.
- Maintain contact with domestic and international raw and dressed leather dealers and manufacturers who have the potential to consume Louisiana alligator. International focus should be in Latin America and Asia.
- Conduct workshops, seminars, or demonstrations teaching traditional leather workers how to work with alligator leather.
- Market samples of wild Louisiana alligator hides to manufacturers in the western wear market each year.
- Coordinate and manage a Louisiana display showing sample hides and products of wild Louisiana alligator at leather fairs nationally and internationally each year.
- Communicate with outlets and markets, such as Etsy.com, that prohibit alligator leather sales and provide education about the benefits of the legal, sustainable, and verifiable alligator market.

Task 2: Technical Representation

- Keep LDWF and AAC abreast and informed on all relevant issues regarding national and international matters that are relevant to Louisiana's alligator program and industry.
- Keep LDWF and AAC abreast of CITES regulation issues that may impact Louisiana's alligator program and industry.
- Work with LDWF to communicate needs and to effect changes related to CITES implementation procedures by the USFWS.
- Coordinate with LDWF, AAC, and the Association of Fish and Wildlife Agencies' (AFWA) CITES Team to develop positions on all relevant issues related to

crocodilian management, regulation and trade that will be discussed at CITES' Conference of the Parties (CoP) and at related Committee (Animal and Standing) meetings held in interim years between CITES' CoP.

- Consult with and then represent LDWF and AAC at national and international meetings concerning crocodilian conservation status and management.
- Monitor and when necessary participate in the relevant meetings of the UNCTAD International Working Group (IWG reptiles), Sustainable Luxury Working Group, International Trade Commission (ITC, pythons) and other working groups in order to facilitate appropriate positioning of the American alligator in these important meetings.
- Work closely with the Crocodile Specialist Group (CSG) to encourage economic assessments of crocodilian trade regarding issues such as conservation value, product certification and personal effects and to monitor sustainability and traceability of world crocodilian marketing programs.
- Reports must be submitted each quarter (March, June, September and December of each year) and an annual report to summarize efforts, meetings, and outcomes and their significance to the alligator industry must be submitted by March 31 of each year, 2022, 2023, and 2024.

GOALS AND OBJECTIVES

The overall objective for this contract is to create a stable market for Louisiana alligator leather hides, which will enhance the future of the industry and perpetuate the conservation of the species. Additionally, this contract is to ensure that LDWF has all the necessary information to make informed decisions and recommendations relative to national and international issues pertaining to alligator and crocodile management, regulation and trade. The objective is to provide critical information and expert advice to the LDWF relative to national and international issues that may affect Louisiana's alligator management program and alligator industry. This will be achieved through attending meetings, obtaining accurate information, conducting extensive communications and providing recommendations in order for LDWF to ensure sound state, national, and international regulations pertaining to alligators and other crocodilians.

PERFORMANCE MEASURES

The performance of the contract will be measured by the LDWF Biologist Program Manager, authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the Statement of Work as identified below:

- Monthly bullet points outlining new activity.
- Interim reports as necessary to address any issues that are time sensitive.
- Timely submission of quarterly reports on progress made, including all pertinent national and international issues that may have an effect on Louisiana's alligator management program.

- Strategic plans to develop positions on all relevant issues related to crocodilian management, regulation and trade what will be discussed at CITES' Conference of the Parties (CoP) and at related Committee (Animal and Standing) meetings held in interim years between CITES' CoP.
- Oral reports along with a PowerPoint presentation presented at an AAC meeting annually and/or as required by LDWF.
- Submission of database for national and international hide marketing annually due March 31st of each year
- An annual report shall be due March 31st of each year and final report due March 31, 2024.

MONITORING PLAN

The *LDWF Biologist Program Manager* will monitor the services provided by the **Contractor** and the expenditure of funds under this contract. The *LDWF Biologist Program Manager* will be primarily responsible for the day-to-day contact with the **Contractor** and day-to-day monitoring of the **Contractor's** performance. The day-to-day contact may be made via telephone, electronic mail, written correspondence and field visits. Meetings may also occur annually during the contract period. LDWF staff will evaluate the written reports to ensure that all of the contract items have been addressed in a reasonable and satisfactory manner and that the reports generated are clear and concise. LDWF will follow up with Contractor as reports are reviewed.

LDWF staff shall maintain regular monthly contact with the Contractor to monitor progress on various issues. LDWF will review quarterly progress reports and forward to the AAC members for review.

TASK AND SERVICES

The general nature of the Scope of Services is for the Contractor to utilize their area of expertise to analyze and propose strategies to LDWF that will address any problems related to the transference of alligator hides and to develop and propose strategies to LDWF that enhance the marketability of alligator hides, as well as confront any issues that may have an effect on Louisiana's alligator management program. The Contractor must be knowledgeable about the leather and be able to communicate with individuals at all levels of the industry and be able to promote the use of alligator leather to leather manufacturers. The Contractor must also be knowledgeable about alligator conservation and trade and coordinate with LDWF and the AAC as well as organizations such as the USFWS, CITES, IUCN, and the CSG to protect Louisiana's alligator management programs.

DELIVERABLES

- Detailed written reports shall be delivered to LDWF along with the quarterly invoice.
- Brief monthly reports shall indicate activities for each month and may be presented in the form of bullet points.

- Additional reports shall be submitted as required.
- Summary reports shall follow each national and international meeting including but not limited to CITES, CoP, IUCN, UNCTAD and CSG; these reports may be included in the quarterly report unless an issue is time sensitive and needs to be brought to LDWF's attention immediately.
- Oral reports along with a PowerPoint presentation shall be presented at an AAC meeting annually and/or as required by LDWF.
- Maintain a database of names, addresses, telephone numbers, email addresses and web sites of all potential buyers discovered or developed. This list will remain the property of the State of Louisiana at expiration of the contract
- Reports must be submitted each quarter (June, September, December and March of each year) and an annual report to summarize efforts, meetings and outcomes and their significance to the alligator industry must be submitted by March 31 of each year and the final by March 31, 2024.

VETERAN/HUDSON SMALL ENTREPRENEURSHIP PROGRAM PARTICIPATION

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor participation and the dollar amount of each.

SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this contract shall not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel listed in his proposal.

TERM OF CONTRACT

This contract is expected to begin on April 1, 2021 and shall terminate on March 31, 2024. State has the right to contract for up to a total of three (3) years with the concurrence of the Contractor and all appropriate approvals.

STATE FURNISHED RESOURCES

State shall appoint a Project Coordinator for this contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this contract.

TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is [REDACTED]. Contractor's seven-digit LDR account number is [REDACTED].

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its ten digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance status may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

COMPENSATION, MAXIMUM AMOUNT OF CONTRACT

In consideration of the services required by this contract, LDWF hereby agrees to pay to Contractor a maximum fee of for a period of three years. Payments are predicated upon successful completion and written approval by the LDWF Biologist Program Manager of the described tasks and deliverables as provided in the Scope of Services. Payments will be made to the Contractor after written acceptance by the LDWF Biologist Program Manager of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 calendar days of the approval of invoice and under a valid contract. Payment will be made only on approval of the LDWF Biologist Program Manager for the alligator program. During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than quarterly. The payment terms are as follows:

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows:
Payment terms will be negotiated with the successful proposer.

Payment will be made on a quarterly basis.

An original invoice is required for each payment. The first quarter invoice and report is due July 1, covering April, May and June. The second quarter invoice and report is due October 1, covering July, August and September. The third quarter invoice and report is due January 1, covering October, November and December. The fourth quarter invoice payment will be made after receiving the current year's annual report and presentation due March 31st of each contract year.

Request for payment must be accompanied by a progress report indicating the outcome as per the Scope of Services, Performance Measures and Deliverables and the significance to the alligator industry. All progress reports and final report shall be submitted electronically to jlinscombe@wlf.la.gov. The final annual written report is due prior to final payment. Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

TERMINATION OF THE CONTRACT FOR CAUSE

State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the State to cure the defect.

TERMINATION FOR CONVENIENCE

The State may terminate the contract at any time without penalty by giving thirty (30) calendar days' written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to

appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

INDEMNIFICATION & LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under contract. Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and

performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the contract, or two (2) times the charges rendered by the Contractor under the contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

ASSIGNMENT

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

RIGHT TO AUDIT

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, Department of Wildlife and Fisheries Auditors, and other State auditors shall have the option of auditing all accounts of the Contractor which

relate to this contract for a period of five (5) years from the date of the last payment made under the contract.

CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL

In accordance with La. R.S.39:1602.1, for any contract for \$100,000 or more and for any Contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

1. **Contractor's Insurance:** The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, shall be filed with the State of Louisiana for approval prior to commencement of work. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. In the event of a claim or dispute of a claim, the State reserves the right to request copies of insurance policies. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) calendar days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.
2. **Compensation Insurance:** Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.
3. **Commercial General Liability Insurance:** The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or

indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

4. **Licensed and Non-Licensed Motor Vehicles:** The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
5. **Subcontractor's Insurance:** The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this contract are declared severable.

RECORD OWNERSHIP

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of the contract.

COMPLETE CONTRACT

This is the complete contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This contract shall become effective upon final statutory approval.

ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract together with the RFP and Contractor’s proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor’s Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES SIGNATURES:

WITNESSES SIGNATURES:

LOUISIANA DEPARTMENT OF WILDLIFE AND
FISHERIES

By: _____

Title: _____

CONTRACTOR SIGNATURE:

By: _____

Title: _____

ATTACHMENT III: ELECTRONIC VENDOR PAYMENT SOLUTION

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following two options. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting at DOA-OSRAP-EFT@la.gov.

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized		
_____		_____
Authorized Signature for payment type chosen		Date

Email address and phone number of authorized individual		

ATTACHMENT IV: COST SHEETS

All Cost information shall be provided within the mandatory cost sheet. **Attachment IV, Cost Sheets.** Any deviation from the mandatory cost sheet will result in the proposal being deemed non-responsive and it will not be considered for award.

All Inclusive Total Cost for providing all services for three (3) years (April 1, 2021 through March 31, 2024): \$ _____

**YEAR 1
(April 1, 2021 –March 31, 2022)**

Cost Breakdown Per Services in Section 2.1:

No.	Description of Tasks and Services	Cost Year 1
1.	Keep LDWF and AAC abreast and informed on all relevant issues regarding national and international matters that are relevant to Louisiana's alligator program and industry.	\$ _____
2.	Keep LDWF and AAC abreast of CITES regulation issues that may impact Louisiana's alligator program and industry.	\$ _____
3.	Work with LDWF to communicate needs and to effect changes related to CITES implementation procedures by the USFWS.	\$ _____
4.	Coordinate with LDWF, AAC, and the Association of Fish and Wildlife Agencies' (AFWA) CITES Team to develop positions on all relevant issues related to crocodilian management, regulation and trade that will be discussed at CITES' Conference of the Parties (CoP) and at related Committee (Animal and Standing) meetings held in interim years between CITES' CoP.	\$ _____
5.	Consult with and then represent LDWF and AAC at national and international meetings concerning crocodilian conservation status and management.	\$ _____
6.	Monitor and when necessary participate in the relevant meetings of the UNCTAD International Working Group (IWG reptiles), Sustainable Luxury Working Group, International Trade Commission (ITC, pythons) and other working groups in order to facilitate appropriate positioning of the American alligator in these important meetings.	\$ _____
7.	Work closely with the Crocodile Specialist Group (CSG) to encourage economic assessments of crocodilian trade regarding issues such as conservation value, product certification and personal effects and to monitor sustainability and traceability of world crocodilian marketing programs.	\$ _____

8.	Reports must be submitted each quarter and an annual report to summarize efforts, meetings, and outcomes and their significance to the alligator industry must be submitted by March 31 of each year 2022, 2023, and 2024.	\$ _____
9.	Propose strategies to LDWF to better market Louisiana alligator products domestically and internationally.	\$ _____
10.	Communicate with farmers, trappers, tanneries, luxury brand representatives and others involved in the market chain in order to advise the LDWF and the AAC on appropriate strategies for market development and protection.	\$ _____
11.	Maintain contact with domestic and international raw and dressed leather dealers and manufacturers who have the potential to consume Louisiana alligator.	\$ _____
12.	Conduct workshops, seminars, or demonstrations teaching traditional leather workers how to work with alligator leather.	\$ _____
13.	Market samples of wild Louisiana alligator hides to manufacturers in the western wear market each year.	\$ _____
14.	Coordinate and manage a Louisiana display showing sample hides and products of wild Louisiana alligator at leather fairs nationally and internationally each year.	\$ _____
15.	Communicate with outlets and markets such as Etsy.com, that prohibit alligator leather sales and provide education about the benefits of the legal, sustainable, and verifiable alligator market.	\$ _____
	TOTAL COST for Year 1	\$ _____

Additional Breakdown Information:

Staff Classification(s) _____

Estimated Number of Hours _____

Subcontractor? Yes or No _____

If Yes, subcontractor's % of Effort _____

YEAR 2

(April 1, 2022 – March 31, 2023)

Cost Breakdown of Services in Section 2.1:

No.	Description of Tasks and Services	Cost Year 2
1.	Keep LDWF and AAC abreast and informed on all relevant issues regarding national and international matters that are relevant to Louisiana's alligator program and industry.	\$ _____
2.	Keep LDWF and AAC abreast of CITES regulation issues that may impact Louisiana's alligator program and industry.	\$ _____
3.	Work with LDWF to communicate needs and to effect changes related to CITES implementation procedures by the USFWS.	\$ _____
4.	Coordinate with LDWF, AAC, and the Association of Fish and Wildlife Agencies' (AFWA) CITES Team to develop positions on all relevant issues related to crocodilian management, regulation and trade that will be discussed at CITES' Conference of the Parties (CoP) and at related Committee (Animal and Standing) meetings held in interim years between CITES' CoP.	\$ _____
5.	Consult with and then represent LDWF and AAC at national and international meetings concerning crocodilian conservation status and management.	\$ _____
6.	Monitor and when necessary participate in the relevant meetings of the UNCTAD International Working Group (IWG reptiles), Sustainable Luxury Working Group, International Trade Commission (ITC, pythons) and other working groups in order to facilitate appropriate positioning of the American alligator in these important meetings.	\$ _____
7.	Work closely with the Crocodile Specialist Group (CSG) to encourage economic assessments of crocodilian trade regarding issues such as conservation value, product certification and personal effects and to monitor sustainability and traceability of world crocodilian marketing programs.	\$ _____
8.	Reports must be submitted each quarter and an annual report to summarize efforts, meetings, and outcomes and their significance to the alligator industry must be submitted by March 31 of each year 2022, 2023, and 2024.	\$ _____
9.	Propose strategies to LDWF to better market Louisiana alligator products domestically and internationally.	\$ _____
10.	Communicate with farmers, trappers, tanneries, luxury brand representatives and others involved in the market chain in order to advise the LDWF and the AAC on appropriate strategies for market development and protection.	\$ _____

11.	Maintain contact with domestic and international raw and dressed leather dealers and manufacturers who have the potential to consume Louisiana alligator.	\$ _____
12.	Conduct workshops, seminars, or demonstrations teaching traditional leather workers how to work with alligator leather.	\$ _____
13.	Market samples of wild Louisiana alligator hides to manufacturers in the western wear market each year.	\$ _____
14.	Coordinate and manage a Louisiana display showing sample hides and products of wild Louisiana alligator at leather fairs nationally and internationally each year.	\$ _____
15.	Communicate with outlets and markets such as Etsy.com, that prohibit alligator leather sales and provide education about the benefits of the legal, sustainable, and verifiable alligator market.	\$ _____
	TOTAL COST for Year 2	\$ _____

Additional Breakdown Information:

Staff Classification(s) _____

Estimated Number of Hours _____

Subcontractor? Yes or No _____

If Yes, subcontractor's % of Effort _____

YEAR 3

(April 1, 2023 – March 31, 2024)

Cost Breakdown of Services in Section 2.1:

No.	Description of Tasks and Services	Cost Year 3
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1.	Keep LDWF and AAC abreast and informed on all relevant issues regarding national and international matters that are relevant to Louisiana's alligator program and industry.	\$ _____
2.	Keep LDWF and AAC abreast of CITES regulation issues that may impact Louisiana's alligator program and industry.	\$ _____
3.	Work with LDWF to communicate needs and to effect changes related to CITES implementation procedures by the USFWS.	\$ _____
4.	Coordinate with LDWF, AAC, and the Association of Fish and Wildlife Agencies' (AFWA) CITES Team to develop positions on all relevant issues related to crocodilian management, regulation and trade that will be discussed at CITES' Conference of the Parties (CoP) and at related Committee (Animal and Standing) meetings held in interim years between CITES' CoP.	\$ _____
5.	Consult with and then represent LDWF and AAC at national and international meetings concerning crocodilian conservation status and management.	\$ _____
6.	Monitor and when necessary participate in the relevant meetings of the UNCTAD International Working Group (IWG reptiles), Sustainable Luxury Working Group, International Trade Commission (ITC, pythons) and other working groups in order to facilitate appropriate positioning of the American alligator in these important meetings.	\$ _____
7.	Work closely with the Crocodile Specialist Group (CSG) to encourage economic assessments of crocodilian trade regarding issues such as conservation value, product certification and personal effects and to monitor sustainability and traceability of world crocodilian marketing programs.	\$ _____
8.	Reports must be submitted each quarter and an annual report to summarize efforts, meetings, and outcomes and their significance to the alligator industry must be submitted by March 31 of each year 2022, 2023, and 2024.	\$ _____
9.	Propose strategies to LDWF to better market Louisiana alligator products domestically and internationally.	\$ _____
10.	Communicate with farmers, trappers, tanneries, luxury brand representatives and others involved in the market chain in order to advise the LDWF and the AAC on appropriate strategies for market development and protection.	\$ _____
11.	Maintain contact with domestic and international raw and dressed leather dealers and manufacturers who have the potential to consume Louisiana alligator.	\$ _____

12.	Conduct workshops, seminars, or demonstrations teaching traditional leather workers how to work with alligator leather.	\$ _____
13.	Market samples of wild Louisiana alligator hides to manufacturers in the western wear market each year.	\$ _____
14.	Coordinate and manage a Louisiana display showing sample hides and products of wild Louisiana alligator at leather fairs nationally and internationally each year.	\$ _____
15.	Communicate with outlets and markets such as Etsy.com, that prohibit alligator leather sales and provide education about the benefits of the legal, sustainable, and verifiable alligator market.	\$ _____
	TOTAL COST for Year 3	\$ _____

Additional Breakdown Information:

Staff Classification(s) _____

Estimated Number of Hours _____

Subcontractor? Yes or No _____

If Yes, subcontractor's % of Effort _____